

This Page Is Inserted by IFW Operations
and is not a part of the Official Record

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

IMAGES ARE BEST AVAILABLE COPY.

**As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.**

**DECLARATION AND POWER OF ATTORNEY FOR
UNITED STATES LETTERS PATENT APPLICATION**

As a below-named inventor, I hereby declare that:

My residence, post-office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

METHODS FOR TREATMENT OF ANEURYSMS

the specification of which

(check one)

☐ is attached hereto.

☒ was filed on: March 24, 2000

as Application No.: 09/534,786

and was amended on:
(if applicable).

In the event that the filing date and/or Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys/agent(s) at Nutter, McClennen & Fish, LLP, One International Place, Boston, MA 02110-2699, to insert above the filing date and/or Application No. of said application.

I hereby state that I have reviewed and understand the contents of the above-identified application specification, including the claims, as amended by any amendment specifically referred to herein.

I acknowledge the duty to disclose all information known to me that is material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56.

FOREIGN PRIORITY CLAIM

I hereby claim foreign priority benefits under Title 35, United States Code §119(a)-(d) of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed:

(check one)

☒ no such foreign applications have been filed.

☐ such foreign applications have been filed as follows:

EARLIEST FOREIGN APPLICATION(S), IF ANY FILED WITHIN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION

Country	Application Number	Date of Filing (month, day, year)	Priority Claimed Under 35 USC 119
			___ Yes No ___
			___ Yes No ___
			___ Yes No ___
			___ Yes No ___
			___ Yes No ___

ALL FOREIGN APPLICATION(S), IF ANY FILED MORE THAN 12 MONTHS
(6 MONTHS FOR DESIGN) PRIOR TO THIS U.S. APPLICATION

CLAIM FOR BENEFIT OF EARLIER U.S. PROVISIONAL APPLICATION(s)

I hereby claim priority benefits under Title 35, United States Code §119(e), of any United States provisional patent application(s) listed below:

(check one)

- ☒ no such U.S. provisional applications have been filed.
- ☐ such U.S. provisional applications have been filed as follows:

Application Number	Date of Filing (month, day, year)	Priority Claimed Under 35 USC 119(e)
		___ Yes No ___
		___ Yes No ___
		___ Yes No ___

CLAIM FOR BENEFIT OF EARLIER U.S./PCT APPLICATION(s)

I hereby claim the benefit under Title 35, United States Code §120, of the United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United State Code, §112, I acknowledge the duty to disclose all information that is material to patentability in accordance with Title 37, Code of Federal Regulations, §1.56, and which became available to me between the filing date of the prior application and the national or PCT international filing date of this application:

(check one)

- ☒ no such U.S./PCT applications have been filed.
- ☐ such U.S./PCT applications have been filed as follows:

Application Number	Date of Filing (month, day, year)	Status (Patented/Pending/Abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint:

Ronald E. Cahill	Reg. No. 38,403	Lisa J. Michaud	Reg. No. 44,238
Carl M. DeFranco, Jr.	Reg. No. 32,675	Reza Mollaaghababa	Reg. No. 43,810
Thomas J. Engellenner	Reg. No. 28,711	David J. Powsner	Reg. No. 31,868
Michael I. Falkoff	Reg. No. 30,833	Richard J. Roos	Reg. No. 45,053
William C. Geary III	Reg. No. 31,359	Scott D. Rothenberger	Reg. No. 41,277

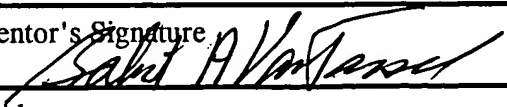
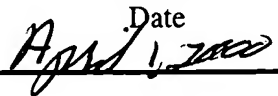
all of Nutter McClennen & Fish, LLP, One International Place, Boston, Massachusetts 02110-2699, jointly, and each of them severally, my attorneys at law/patent agent(s), with full power of substitution, delegation and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Please mail correspondence to: Thomas J. Engellenner
at **Customer Number 021125**, whose address is:

Nutter McClennen & Fish, LLP
One International Place
Boston, Massachusetts 02110-2699

Please direct telephone calls to: Thomas J. Engellenner
at (617)439-2948.

Please direct facsimiles to: (617)310-9948

Full name of sole or first joint inventor Robert A. Van Tassel	
Inventor's Signature 	Date 
Residence 6420 Bayview Place, Excelsior, MN 55331	
Country of Citizenship USA	
Post Office Address (required) same as above	

Full name of second/joint inventor Michael Kasinkas	
Inventor's Signature <i>Michael Kasinkas</i>	Date <i>3/28/2000</i>
Residence 11700 26 th Avenue North, Plymouth, Minnesota 55441	
Country of Citizenship USA	
Post Office Address (required) same as above	

842269

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:
Robert A. Van Tassel, et al.

SERIAL NO.: 09/534,786

FILED: March 24, 2000

TITLE: METHOD FOR TREATMENT OF
ANEURYSMS

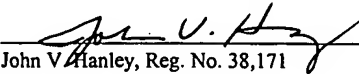
DATE: January 10, 2002

Examiner: TBD

Group Art No.: 3731

Certificate of Mailing Under 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Commissioner for Patents, Washington, D.C. 20231 on January 10, 2002.


John V. Hanley, Reg. No. 38,171

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST
(REVOCATION OF PRIOR POWERS)

Commissioner for Patents
Washington, D.C. 20231

Dear Sirs:

As assignee of record of the entire interest of the above identified patent, all powers of attorney previously given are hereby revoked and the following attorney(s) are hereby appointed to prosecute and transact all business in the Patent and Trademark Office connected therewith:

Craig B. Bailey	28,786
Richard A. Bardin	20,365
Gilbert G. Kovelman	19,522
John S. Nagy	30,664
John V. Hanley	38,171
Earl A. Bright II	37,045
Thomas A. Hassing	36,159
Tim L. Kitchen	41,900
Philip S. Yip	37,265
Ronald D. Devore	39,958

SERIAL NO.: 09/534,786

PATENT

Please send all correspondence and direct all telephone calls to:


John V. Hanley, Esq.
FULWIDER PATTON LEE & UTECHT, LLP
Howard Hughes Center
6060 Center Drive, Tenth Floor
Los Angeles, California 90045
(310) 824-5555
(310) 824-9696 - Facsimile

EndoVascular Technologies, Inc.
1525 O'Brien Drive
Menlo Park, CA 94025-1436

ASSIGNEE CERTIFICATION

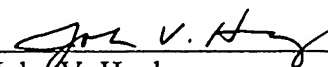
Attached to this Power is a "CERTIFICATE UNDER 37 CFR 3.73(b)".

Date: 12/19/01

By: 
Name EARL A. BRIGHT II
Title ASST. SEC.
EndoVascular Technologies, Inc.

Respectfully submitted,

FULWIDER PATTON LEE & UTECHT, LLP


John V. Hanley
Registration No. 38,171

JVH:kst
Howard Hughes Center
6060 Center Drive, Tenth Floor
Los Angeles, CA 90045
Tel. No. (310) 824-5555
Fax No. (310) 824-9696
#221919

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT:
Robert A. Van Tassel, et al.

SERIAL NO.: 09/534,786

FILED: March 24, 2000

TITLE: METHOD FOR TREATMENT OF
ANEURYSMS

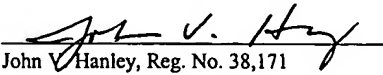
DATE: January 10, 2002

Examiner: TBD

Group Art No.: 3731

Certificate of Mailing Under 37 C.F.R. § 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to Commissioner for Patents, Washington, D.C. 20231 on January 10, 2002.


John V. Hanley, Reg. No. 38,171

CERTIFICATE UNDER 37 CFR 3.73(b)

EndoVascular Technologies, Inc., a Delaware corporation, certifies that they are the assignee of the entire right, title and interest in the patent application identified above by virtue of a chain of title from the inventor of the patent application identified above, to the current assignee as shown below:


1. From: Robert A. Van Tassel and Michael Kasinkas
To: Illumenex Corporation
Recorded at Reel/Frame: 010810/0086
(copy enclosed as Exhibit A)
2. From: Illumenex Corporation
To: EndoVascular Technologies, Inc.
Filed concurrently herewith for recordation.
(attached hereto as Exhibit B)

The undersigned has reviewed the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee for which that signatory acts.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing therefrom.

Date: 12/19/01

By: 
Name EARL A. BRIGHT II
Title ASST. SEC.
EndoVascular Technologies, Inc.



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

JULY 25, 2000

PTAS

NUTTER, MCCLENNEN & FISH, LLP
THOMAS J. ENGELLENER
ONE INTERNATIONAL PLACE
BOSTON, MA 02110-2699



101368783A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 05/10/2000

REEL/FRAME: 010810/0086
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

VAN TASSEL, ROBERT A.

DOC DATE: 04/03/2000

ASSIGNOR:

KASINKAS, MICHAEL

DOC DATE: 03/28/2000

ASSIGNEE:

ILLUMENEX CORPORATION
11700 26TH AVE NORTH
PLYMOUTH, MINNESOTA 55441

SERIAL NUMBER: 09534786
PATENT NUMBER:

FILING DATE: 03/24/2000
ISSUE DATE:

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED

JUL 31 2000

[Signature]
NAME

MK05.10.00

05-30-2000

ATTY DOCKET NO. 101325-57



To the Assistant Commissioner for Patents or a copy thereof.

101368783

the attached original documents

1. Name of conveying party(ies):

Robert A. Van Tassel
Michael Kasinkas

2. Name and address of receiving party(ies):

Name: Illumenex Corporation
Street Address: 11700 26th Ave North
City: Plymouth
State: MN Zip: 55441

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

Additional name(s) & address(es) attached?

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Security Agreement
☐ Merger ☐ Change of Name
☐ Other:

Execution Date: April 3 and March 28, 2000,
respectively

4. Application number(s) or patent number(s): (If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s): 09/534,786

B. Patent No(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Atty. Name: Thomas J. Engellenner
Firm Name: Nutter, McClennen & Fish, LLP
Street Address: One International Place
City/State: Boston, MA
Zip Code: 02110-2699

6. Total number of applications and patents involved? 1

7. Total fee (37 CFR 3.41): 40.00

☒ Fee Enclosed
☐ Charge Deposit Account No. 141449
☐ The Commissioner is hereby authorized to charge underpayment/credit overpayment to Deposit Account No. 141449.

(Attach duplicate copy of this page if paying fees by Deposit Account)

6/2000 JSHABAZZ 00000120 09534786

6:581

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature (To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.)

Thomas J. Engellenner
Name of Attorney/Agent

Signature

Date

8 May 2000

Total number of pages including cover sheet: 4

ASSIGNMENT

Whereas we, the undersigned, **Robert A. Van Tassel and Michael Kasinkas**, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **METHODS FOR TREATMENT OF ANEURYSMS**, identified as Attorney Docket No. 101325-57, which application was filed on March 24, 2000 and assigned Application No. 09/534,786. In the event that the filing date and Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the filing date and Application No. of said application.

Whereas, **Illumenex Corporation**, a Delaware corporation having a place of business at **11700 26th Avenue North, Plymouth, Minnesota 55441**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

5. Bind our heirs, legal representatives and assigns, as well as ourselves, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to us or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by us, our heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of our heirs, legal representatives or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which we have executed this Assignment as an instrument under seal on the dates indicated next to our names.

Dated: April 3, 2000

Robert A. Van Tassel
Robert A. Van Tassel

State of Minnesota

County of Dakota

On this 3 day of April, 2000, before me appeared Robert A. Van Tassel to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Sandra L. McCollum
Notary Public
My Commission Expires:
01/31/2005

[seal]



Dated: 3/28/2000

Michael Kasinkas

Michael Kasinkas

State of Minnesota

County of Hennepin

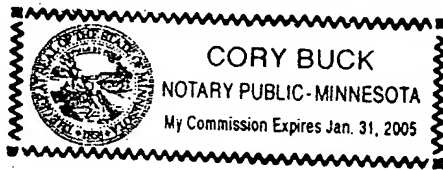
On this 28 day of March, 2000, before me appeared Michael Kasinkas, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

[Signature]

Notary Public

My Commission Expires: 1-31-2005

[seal]



NUTTER, McCLENNEN & FISH, LLP

ATTORNEYS AT LAW

ONE INTERNATIONAL PLACE
BOSTON, MASSACHUSETTS 02110-2699

TELEPHONE: 617 439-2000 FACSIMILE: 617 973-9748

CAPE COD OFFICE
HYANNIS, MASSACHUSETTS

DIRECT DIAL NUMBER

(617) 439-2948

E-Mail Address

tje@nutter.com

May 8, 2000

BOX ASSIGNMENTS

Assistant Commissioner for Patents

Washington, D.C. 20231

Re: U.S. Patent Application No. 09/534,786
Entitled: "METHODS AND TREATMENT OF ANEURYSMS"
Applicants: Robert A. Van Tassel, et al.
Filed: March 24, 2000
Attorney Docket No.: 101325-57

Dear Sir:

I enclose herewith for filing in the above-identified application the following:

1. Recordation Form Cover Sheet;
2. Executed Assignment;
3. Check for \$40.00 for filing fee; and
4. an acknowledgment postcard.

Please charge any necessary fees to our Deposit Account No. 141449. The undersigned requests any extensions of time necessary to respond. A duplicate of this sheet is enclosed.

<p>Certificate of Mailing (37 CFR 1.8(a))</p> <p>I hereby certify that this correspondence is deposited with the United States Postal Service as first class mail in an envelope addressed to: Assistant Commissioner for Patents, BOX ASSIGNMENTS, Washington, D.C. 20231, on the date set forth below.</p> <p><u>8 May 2000</u></p> <p>Date</p> <p><u>[Signature]</u></p> <p>Thomas J. Engellenner, Reg. No. 28,711</p>
--

Respectfully submitted,

[Signature]

Thomas J. Engellenner

Reg. No. 28,711

Nutter, McClennen & Fish, LLP

One International Place

Boston, MA 02110-2699

856652

SALE OF ASSETS AGREEMENT

This Sale of Assets Agreement (the "Agreement") is entered into as of September 10, 2001 (the "Effective Date"), by and between Illumenex Corporation, a Delaware corporation (the "Company"), and the party or parties whose names are set forth below (the "Buyer").

WHEREAS, the Company is the owner of the entire right, title and interest in and to certain patent applications as set forth in Schedule 1 attached hereto (the "Patent Applications");

WHEREAS, the Company is the holder of a fully-paid, exclusive license to the patents set forth in Schedule 2 attached hereto (the "Licensed Patents"), which exclusive license (the "License Agreement"), by its terms, may not be assigned by the Company without the prior consent from the licensor (the "Licensor"), which consent shall not be unreasonably withheld.

WHEREAS, the Company wants to sell and Buyer wants to purchase the entire right, title and interest in and to the Patent Applications, together with any and all causes of action and rights of recovery for past infringements of the Patent Applications, and all of the rights vested in the Company by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which the Company became vested with said ownership, including the right, title, and interest in and to any and all improvements acquired pursuant to the terms of said instruments of assignment; and

WHEREAS, subject to the prior consent of the Licensor, the Company wants to assign and Buyer wants to accept the Company's rights and obligations under the License Agreement.

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The Company hereby sells, assigns, transfers and conveys to Buyer the entire right, title and interest in and to the Patent Applications and in and to any division, continuation, reissue and extension of the Patent Applications, together with all of its rights under the International Convention, and all other rights vested in the Company by virtue of the instruments of assignment and/or by virtue of other instruments pursuant to which the Company became vested with such ownership, including its right, title and interest in and to any and all improvements acquired pursuant to the terms of such instruments of assignment, and each and every Letters Patent, both foreign and domestic, which is granted on any application which is a division, substitution or continuation of the Patent Applications, and in and to each and every reissue or extension of the Patent Applications.

2. The Company further sells, assigns, transfers and conveys to Buyer its entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Patent Applications.

3. Subject to the prior consent of the Licensor, the Company further sells, assigns, transfers and conveys to Buyer its entire right, title and interest in and to the License Agreement,

and Buyer hereby assumes all of the Company's responsibilities and obligations under the License Agreement.

4. The Company hereby warrants and represents that it has not entered into any assignments, contracts or other understandings with third parties which would conflict with the rights herein granted.

5. Nothing in this Agreement shall be deemed to be a representation or warranty by the Company of the validity of any of the Patent Applications or Licensed Patents.

6. The Company shall have no liability whatsoever to any Buyer or any other person for or on account of any injury, loss or damage of any kind or nature sustained by, or any damage assessed or asserted against, or any other liability incurred by or imposed upon any Buyer or any other person arising out of or in connection with or resulting from (i) the production, use or sale of any apparatus or product, or the practice of the Patent Applications and/or Licensed Patents; or (ii) any advertising or other promotional activities with respect to any of the foregoing; and each Buyer agrees to indemnify and defend the Company and its officers, directors, stockholders, employees and agents from and against any liability or expense arising from any such claim asserted by any party, including reasonable attorneys' fees. Such indemnity and defense obligation shall apply to any claims made by employees, subcontractors, sublicensees or other agents of any Buyer as well as any member of the general public.

7. Miscellaneous.

(a) The parties agree that if any part, term or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

(b) The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

(c) This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof.

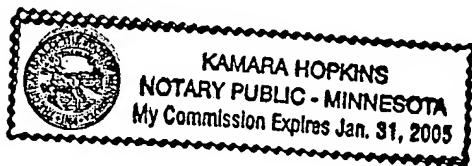
(d) A provision of this Agreement may be altered only by the written consent of the parties.

(e) This Agreement shall be construed in accordance with the substantive laws of the State of Minnesota without regard to the conflicts of laws principles thereof.

(f) The terms, covenants and provisions of this Agreement shall inure to the benefit of the Company, its successors, assigns, and/or legal representatives (and, with respect to Section 6, all persons named therein as the beneficiaries of the indemnification and hold harmless agreement of Section 6), and shall be binding upon each Buyer, its successors, assigns and/or other legal representatives.

(g) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company has executed and delivered this instrument this 10TH day of SEPTEMBER, 2001.


[illegible]

THE COMPANY

Michael Kasinkas
Michael Kasinkas, President

On this 10 day of September, 2001, before me appeared Michael Kasinkas, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.


identified corporation with authority to




Notary Public

IN WITNESS WHEREOF, the Buyer has executed and delivered this instrument this 7TH day of SEPT., 2001.

BUYER ENDOVASCULAR TECHNOLOGIES, INC.

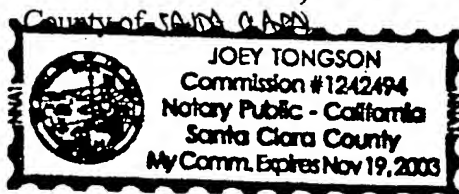

Name: EARL BRIGHT
Title: PATENT COUNSEL

On this 7th day of SEPTEMBER, 2001, before me appeared EARL BRIGHT, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.



Notary Public

State of CALIFORNIA)
) SS.



**SCHEDULE 1
PATENT APPLICATIONS**

REDACTED

2. Methods for Treatment of Aneurysms by VanTassel et al.

REDACTED

**SCHEDULE 2
LICENSED PATENTS ***

REDACTED